

Kentucky Race to the Top Participating School District Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into by and between the Kentucky Department of Education (KDE) and the _____ School District (“Participating School District”). The purpose of this agreement is to establish a framework of collaboration, as well as articulate specific roles and responsibilities in support of Kentucky’s implementation of an approved Race to the Top grant project. This MOU was approved at a meeting of the _____ Board of Education on _____. The approval is contained in the board minutes that are available for review at the district’s central office. All pertinent information related to this MOU is available for review at the district’s central office.

I. SCOPE OF WORK

Exhibit I, the Preliminary Scope of Work, indicates which portions of Kentucky’s proposed reform plans (“Kentucky’s Race to the Top Plan”) the Participating School District is agreeing to implement. (Note that, in order to be a Participating School district, the district must agree to implement Kentucky’s entire Race to the Top Plan.)

II. PROJECT ADMINISTRATION

A. PARTICIPATING SCHOOL DISTRICT RESPONSIBILITIES

In assisting KDE in implementing the tasks and activities described in Kentucky’s Race to the Top application, the Participating School District subgrantee will:

- 1) implement the district plan as identified in Exhibit I (Preliminary Scope of Work) and Exhibit II (the final scope of work) of this agreement;
- 2) actively participate in all relevant convenings, communities of practice, or other practice-sharing events that are organized or sponsored by KDE or by the U.S. Department of Education (“ED”);
- 3) in a timely manner, post to any Website specified by KDE or ED, all non-proprietary products and lessons learned using funds associated with the Race to the Top grant;
- 4) participate, as requested, in any evaluations of this grant conducted by the KDE or ED;
- 5) be responsive to KDE or ED requests for information including the status of the project, project implementation, outcomes, and any problems anticipated or encountered; and
- 6) participate in meetings and telephone conferences with the KDE to discuss:
 - (a) progress of the project
 - (b) potential dissemination of resulting non-proprietary products and lessons learned
 - (c) plans for subsequent years of the Race to the Top grant period
 - (d) other matters related to the Race to the Top grant and associated plans

B. KDE RESPONSIBILITIES

In assisting Participating School Districts in implementing their tasks and activities described in the Kentucky’s Race to the Top application, the KDE will:

- 1) work collaboratively with, and support the Participating School District in carrying out the school district plan as identified in Exhibits I and II of this agreement;
- 2) timely distribute the school district’s portion of Race to the Top grant funds during the course of the project period and in accordance with the school district Plan identified in Exhibit II;
- 3) provide feedback on the school district’s status updates, annual reports, any interim reports, and project plans and products; and
- 4) identify sources of technical assistance for the project.

C. JOINT RESPONSIBILITIES

- 1) KDE and the Participating School District will each appoint a contact person for the Race to the Top grant.
- 2) These contact persons from KDE and the Participating School District will maintain frequent communication to facilitate cooperation under this MOU.
- 3) KDE and Participating School District grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the whole grant period.
- 4) KDE and Participating School District grant personnel will negotiate in good faith to continue to achieve the overall goals of Kentucky's Race to the Top grant, even when Kentucky's Race to the Top Plan requires modifications that affect the Participating School District, or when the district plan requires modifications.

D. KDE RECOURSE FOR SCHOOL DISTRICT NON-PERFORMANCE

If KDE determines that the Participating School District is not meeting its goals, timelines, budget or annual targets or is not fulfilling other applicable requirements, KDE will take appropriate enforcement action, which could include a collaborative process between KDE and the school district, or any of the enforcement measures that are detailed in 34 CFR Section 80.43, including placing the school district on reimbursement payment status, temporarily withholding funds or disallowing costs.

III. ASSURANCES

The Participating School District hereby certifies and represents that it:

- 1) has all requisite power and authority to execute this MOU;
- 2) is familiar with the concepts in Kentucky's Race to the Top grant proposal and is supportive of and committed to working on Kentucky's entire Race to the Top Plan;
- 3) agrees to be a Participating School District and will implement those portions of Kentucky's Race to the Top Plan indicated in Exhibit I, if Kentucky's application is funded;
- 4) will provide a Final Scope of Work to be attached to this MOU as Exhibit II only if Kentucky's application is funded; will do so in a timely fashion but no later than 90 days after a grant is awarded; and will describe in Exhibit II the district's specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures ("School District Plan ") in a manner that is consistent with the Preliminary Scope of Work (Exhibit I) and with Kentucky's Race to the Top Plan; and
- 5) will comply with all of the terms of the Race to the Top grant, Kentucky's subgrant, and all applicable federal and state laws and regulations, including laws and regulations applicable to the Program, and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 85, 86, 97, 98 and 99).

IV. MODIFICATIONS

This Memorandum of Understanding may be amended only by written agreement signed by an authorized KDE official and the Participating School District, and in consultation with ED.

V. DURATION/TERMINATION

This Memorandum of Understanding shall be effective beginning with the date of the last signature hereon and, if a grant is received, ending upon the expiration of the grant project period, or upon mutual agreement of the parties, whichever occurs first.

VI. SIGNATURES

School District Superintendent (or equivalent authorized signatory):

Signature/Date

Print Name

Chairperson of Local District's Board of Education:

Signature/Date

Print Name

Local Education/Teacher Association Leader:

Signature/Date

Print Name

Commissioner, Kentucky Department of Education, Commonwealth of Kentucky - required:
By the signature below, KDE hereby accepts the school district as a Participating School District.

Signature/Date

Terry Holliday, EdD
Commissioner of Education

**A. EXHIBIT I – PARTICIPATING SCHOOL DISTRICT
PRELIMINARY SCOPE OF WORK**

Elements of Kentucky's Reform Plans	
B. Standards and Assessments	
<ul style="list-style-type: none"> Participate in professional learning to ensure standards are taught to mastery in every classroom for every child Provide resources to regional educational cooperatives and other providers to support coordination and provision of professional learning opportunities Deploy high-quality, on-line instructional tools to assist in the implementation of new standards and assessments 	
C. Data Systems to Support Instruction	
<ul style="list-style-type: none"> Provide high-quality data to state, to ensure that the system delivers data of value to districts Commit to increased use of Kentucky Statewide Longitudinal Data System Deploy the state's Online Instructional Improvement System to provide access to resources from across the state and beyond Deliver targeted professional learning opportunities to teachers and principals to increase usage 	
D. Great Teachers and Leaders	
<ul style="list-style-type: none"> Implement teacher and principal growth models for all schools in the districts Implement state's teacher and principal evaluation systems to increase effectiveness of teaching Alter approaches to professional learning, compensation, and / or career paths to cultivate and retain effective teachers Act on information to increase equity of access to effective teachers Commit to participate in successful strategies for equitable distribution Use measures of program effectiveness to focus recruitment efforts on most effective teacher and principal preparation programs Deploy the state's Online Instructional Improvement System to provide access to resources from across state and beyond Reinforce and support the state approach to professional learning 	
E. Turning Around the Lowest-Achieving Schools (The Bottom 5%)	
<ul style="list-style-type: none"> If applicable, commit to implementing one of the four identified methods for turning around the lowest achieving schools If applicable, partner with state, school support organizations, and others to effectively turnaround schools 	

For the _____ School District :

For the Ky. Department of Education:

Superintendent Signature/Date

Terry Holliday, EdD
Commissioner of Education

Print Name